

RECEIVED

SEP 03 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 37-8347, 37-8349 and 37-10110
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Reva Carlock as Conservator of the Estate of
Helen L. Hoagland Parrot, a protected person
3565 Georgia Lane
Ammon, ID 83406
4. Name of Water Right Owner/Claimant(s) John L. Higley and Cindy H. Higley, Co-Trustees
of The John L. Higley Family Protection Trust
3994 East Clover Creek Road
King Hill, ID 83633
5. Expiration Date of Notification Period Feb 19, 2017
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Helen L. Hoagland Parrot
(and title if applicable) Reva L. Carlock - conservator

For Office Use Only

Received by	Date	Fee
Received by <u>Am</u>	Date <u>9.3.2013</u>	<u>\$150 - total</u>
Processed by _____	Date _____	Receipt No. <u>3033495</u>
AJ	Date _____	WR _____ Date _____

SUPPORT DATA

IN FILE # 37-8347

COPY

Recorded Electronically	
ID	437850
County	Elmore
Date	8-30-2013 Time 2:48:09pm
Simplifile.com 800.460.5657	

PURCHASE MONEY MORTGAGE

MORTGAGE made this 30th day of August, 2013, by John L. Higley and Cindy H. Higley, Co-Trustees of The John L. Higley Family Protection Trust, of 3994 East Clover Creek Road, King Hill, ID 83633 ("Mortgagor") to Reva Carlock as Conservator of The Estate of Helen L. Hoagland Parrot, an incapacitated person, of 3565 Georgia Lane, Ammon, ID 83406 ("Mortgagee").

WITNESSETH:

The Mortgagor, for and in consideration of the sum of ~~THREE HUNDRED THOUSAND~~ DOLLARS AND NO/100 and other good and valuable consideration, herein receipted for but not recited, lawful money of the United States of America, to us in hand paid, receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, assigned, transferred, set over and mortgaged unto the Mortgagee, the successors and assigns of Mortgagee, the real estate in Elmore County, State of Idaho described as follows:

TOWNSHIP 5 SOUTH, RANGE 11 EAST OF THE BOISE MERIDIAN,

ELMORE COUNTY, IDAHO

Section 9: E½SE¼NE¼

Section 10: SW¼NW¼ and

that portion of the NW¼SW¼ of Section 10, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho, described as follows, to wit:

Beginning at the Northeast corner of the NW¼SW¼ of Section 10, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho, and running

Thence South 426.5 feet;

Thence West 225 feet;

Thence South 193.6 feet;

Thence East 225 feet;

Thence South 699.9 feet;

Thence West 1,320 feet;

Thence North 1,320 feet;

Thence East 1,320 feet, more or less to the POINT OF BEGINNING.

AND TOGETHER with all and singular the improvements thereon and all water and water rights, including but not limited to State of Idaho Department of Water Resources Water Right Numbers 37-8347, 37-8349 and 37-10110 and all other rights and privileges owned by the Mortgagor or belonging to, or with, leading to, connected with or usually had or enjoyed in connection with the real estate or any part thereof, whether or not hereinabove expressly mentioned or described and all and singular the tenements, hereditaments, and appurtenances thereunto

belonging or in anywise appertaining and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, the foregoing described real property, fixtures, and water rights to the Mortgagee, its successors and assigns.

This is a purchase money mortgage given to secure the payment of a certain Promissory Note bearing even date herewith in the principal sum of THREE HUNDRED THOUSAND DOLLARS AND NO/100, made, executed and delivered by the Mortgagor, as Maker to the Mortgagee, as Payee, by which said note the Mortgagor promises and agrees to pay to the Mortgagee, or order of Mortgagee, the principal of the note in the sum of ~~THREE HUNDRED THOUSAND DOLLARS~~ AND NO/100, (\$300,000.00), lawful money of the United States of America, with interest on the unpaid balance thereof, from the date hereof until paid at the rate of 5.0 percent per annum, subject to adjustment in the event of default. The last installment on the note shall be due and payable on **February 19, 2017**, subject to the acceleration of maturity as provided in the note and together with all costs, disbursements and attorney fees as may become due and payable thereunder. The interest and the payments may be increased or decreased in the number of periodic payments and may be extended or shortened in terms of payment by agreement of the parties without affecting priority of this mortgage.

NOW THEREFORE, if the Mortgagor shall pay all and every sum of money specified in the note, and shall in all respects fully carry out and comply with the covenants set forth and enumerated herein and in the note, this conveyance shall be void. But on the other hand, if the Mortgagor fails to pay any of the sums of money as specified, or any taxes, assessments or other charges of any nature whatsoever due or to become due on the property or in any other respect shall fail to comply with any of the covenants and agreements herein or in the note then so often as the failure of

payment or breach of the covenant shall occur, or in the event of actual or impending bankruptcy or in the insolvency of the Mortgagor, or of any of the persons included in the term "Mortgagor", the Mortgagee may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid, together with all unpaid principal and together with interest accrued thereon together with all sums paid by the Mortgagor under any agreement contained in the Mortgage to be at once due and payable and the Mortgagee may at any time after such failure of payment or breach of the covenant as aforesaid, proceed to foreclosure this Mortgage and to compel payment in the full amount due and payable.

The Mortgagor has covenanted, agreed, and represented, and do hereby covenant, agree and represent to and with the Mortgagee as follows:

1. The Mortgagor has valid and unencumbered title in fee simple to the real estate above described, subject only to those exceptions listed on the Warranty Deed executed by the Mortgagee to the Mortgagor simultaneously herewith, and they are the lawful owners and in possession of said real estate and that the Mortgagor has the right to convey or mortgage all of the property; the Mortgagor will not suffer or permit the property to become subject to any lien or encumbrance that shall have precedence over this mortgage; the Mortgagor does warrant and will defend the title against the Mortgagee and against all claims and demands of all persons whomsoever and that the Mortgagor will pay all such sums of money specified in the note, promptly as they become due, and all taxes, assessments and other charges that may be levied or assessed against the real estate and all taxes that may be levied or assessed against this Mortgage given by the Mortgagor in connection herewith or to the holder of this Note on account thereof when the same shall become due and payable.

2. In the event suit is instituted to foreclosure this Mortgage, the Mortgagee may recover as attorney fees such sum as the court may adjudge reasonable in addition to costs and disbursements allowed by law or by court rule together with the costs of title evidence used in the proceeding covering the property.

3. In the event suit is instituted for foreclosure, the Mortgagee, shall, as a matter of right, and without regard to sufficiency of the security or the waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all of the property herein mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulate, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

4. In the event the Mortgagee becomes a party plaintiff or defendant in any suit or legal proceeding in relation to the property described or referred to or the lien or security interest created by this mortgage, the Mortgagor agrees to pay on demand all attorney fees paid or incurred by the Mortgagee in connection with the suit or proceeding, including any expenses paid or incurred in procuring evidence of title and searching the records for such purpose of litigation.

5. Mortgagee may release for such consideration, or none, as it may require, any portion of the mortgaged property without in anywise impairing or affecting the liens and the priorities herein provided for in this mortgage compared to any subordinate lienholder, as to the remainder of the security.

6. In the event of default the Mortgagor further agrees, upon request of the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness

hereby secured, any and all leases of the mortgaged property, or any part thereof, hereinafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to such assignment.

7. In the event of default, Mortgagor, will irrevocably assign and transfer to Mortgagee any and all moneys, payments and proceeds and benefits due or to become due the Mortgagor from or in connection with any government agricultural or conservation program of whatsoever kind and nature. The Mortgagor agrees that they will not conduct any operations on the premises that will in any way impair the mortgaged property for agricultural program benefits.

8. The Mortgagor agrees to do all things necessary to perfect and file for water rights on the property under the adjudication process now in effect in the State of Idaho on said water rights appurtenant or claimed regarding the property. The Mortgagor will give to the Mortgagee such assurances as may be reasonably required from time to time during the term of this mortgage that the water rights have been perfected and all acts have been done as may be required by the adjudication process.

9. In the event any part of the property herein described is condemned or taken by any governmental entity, any award made therein to any person or persons shall be paid to the Mortgagee and the Mortgagee shall have the option of applying such award or any part of it to any obligation secured hereby and releasing any balance not so applied to the person or persons to whom such award is made.

10. Mortgagor shall pay all real estate taxes, levies and assessments that may be taxed, levied and assessed against the property during the term of this mortgage. If the Mortgagor shall fail to make such payments the Mortgagee may do so and any sums so advanced shall be secured by this

mortgage together with interest thereon at the rate of TWELVE percent, (12%) per annum.

11. This is a purchase money mortgage to be construed according to the laws of the State of Idaho.

12. The Mortgagor shall keep the mortgaged property free and clear of all liens and encumbrances without the written consent of the Mortgagee.

13. Time is of the essence of this mortgage.

14. This mortgage shall be binding upon the Mortgagor, successors and assigns of Mortgagor.

15. The Mortgagee is relying on the credit of the Mortgagor and its ability to maintain and pay for this security, and therefore, in the event that the Mortgagor sells, transfers, assigns or conveys or otherwise hypothecate the security, the unpaid balance and all accrued interest of the Note secured hereby shall at once, without notice become immediately due and payable even though the time of maturity has not arrived.

16. The Mortgagor shall not allow any deposits to be made on the real estate of any toxic waste substance or hazardous substance as the same are defined by law.

17. The lien of this mortgage shall not be affected by the renegotiation or adjustment of the interest rate or the number of periodic payments to be made in accordance with Idaho Code 45-116.

18. The Mortgagor agrees to keep the property in good condition and repair, free from weeds and debris and will so maintain the premises during the duration of this Mortgage.

19. The Mortgagor agrees to maintain fire insurance on the improvements on the property in an amount of their replacement value with the proceeds payable to the Mortgagee as their interest may appear.

IN WITNESS WHEREOF, the Mortgagor has executed this Purchase Money Mortgage the
day and year first above written.

The John L. Higley Family Protection Trust

BY: [Signature]

Trustee

John L. Higley, Co-Trustee

BY: [Signature]

Trustee

Cindy H. Higley, Co-Trustee

STATE OF IDAHO)

) ss.

COUNTY OF Jerome)

On this 30th day of August, 2013, before me, the undersigned, a
Notary Public in and for said State, personally appeared John L.
Higley and Cindy H. Higley, known or identified to me to be the
persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same as such Co-Trustees
of The John L. Higley Family Protected Trust.

[Signature]

Notary Public

Residing at: Jerome ID

My Commission expires:

02 23 2017

BECKY SHUBERT
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 0000437849
ELMORE COUNTY, ID
02:48:01 PM Aug 30, 2013
For LAND TITLE AND ESCROW - JER
No. of Pages: 2 Fee: \$13.00
BARBARA STEELE, Recorder
DE, Deputy

WARRANTY DEED

#CL-1128

For Value Received

Reva Carlock as Conservator of The Estate of Helen L. Hoagland Parrot, aka Helen L. Hoagland, aka Helen Hoagland, an incapacitated person pursuant to Letters of Conservatorship filed in Fourth Judicial District of the State of Idaho County of Elmore Case No CV-2008-306, recorded in Elmore County Records as Instrument Number 398734, and Order Approving Sale of Property, dated August 29, 2013, and recorded in the Elmore County Records

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

John L. Higley and Cindy H. Higley as Co-Trustees of The John L. Higley Family Protection Trust
Address: 3994 East Clover Creek Rd, King Hill, ID 83633

Hereinafter called the Grantee, the following described premises situated in Elmore County, Idaho, to-wit:

TOWNSHIP 5 SOUTH, RANGE 11 EAST OF THE BOISE MERIDIAN,
ELMORE COUNTY, IDAHO

Section 9: E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and

that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho, described as follows, to wit:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho, and running
Thence South 426.5 feet;
Thence West 225 feet;
Thence South 193.6 feet;
Thence East 225 feet;
Thence South 699.9 feet;
Thence West 1,320 feet;
Thence North 1,320 feet;
Thence East 1,320 feet, more or less to the POINT OF BEGINNING.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.